

RIGHT OF WAY INDENTURE

This Indenture made and entered into this 12th day of November A. D. 1891 by and between Lafayette D. Pearce of Rich County Utah, a Single man party of the first par, and Beckwith Quinn and Company, Incorporated, of Evanston, Wyoming of the second party, Witnesseth, That the said party of the first part, for and in consideration of the sum of fifty dollars, to them in hand paid by the said party of the second part the receipt whereof is hereby confessed and acknowledged, doth hereby grant unto the said party of the second part, its successors and assigns forever, the right to enter upon and construct reconstruct, repair and do all things necessary to profitable operate and maintain a water ditch or canal with free rights of ingress and egress through upon over and across the following described land in the County of Rich in the Territory of Utah, To-wit,

Lot Number Six (6) and the north East quarter of the southwest quarter of Sec six (6) in Township Eleven (11) North of Range Eight (8) east of the Salt Lake Meridian, This Indenture, however, does not extend to the right to alter the location or the lines of location of said ditch or canal more than thirty feet each way from the outside banks of said canal, without the permission of the said party of the first, his heirs, executors administrators, or assigns, and said party of the first part, for and in consideration of the sum herein after stated, doth hereby release and satisfy unto the said party of the first part all damages, and claims for damages hereinafore caused or alleged to have been cause, by or on account of said ditch or what may hereafter be caused by or of on account of said ditch or the overflow of water there from, and the said party of the first part hereby waives for himself, his heirs, executors administrators and assigns any and all damages that may have occurred or that may hereafter occur by reason of the construction reconstruction repair or operation and maintenance of said water ditch or canal, and the said party of the first part further agrees that at all times, in case said land should be enclosed by a fence, that suitable bars and gates shall be provided in said fence for the ingress and egress, of said party of the second part its employees and servants, in the necessary work in the construction reconstruction, repair operation and maintenance of said ditch provided that said party of the second part shall use all due and reasonable care and diligence to avoid any and all unnecessary damages to said lands by reason of said ditch. And it is further agreed that the permissions rights privileges and duties herein granted and enclosed shall run with the said land and be binding upon the party of the first part and upon his heirs and assigns, and upon the party of the second part its successors and assigns, upon and subject to the conditions herein before mentioned.

IN WITNESS WHEREOF said party of the first part has hereinto set his hand and seal this 12 day of November A. D. 1891.

Lafayette D. Pearce (seal)

In presence of A. W. Butler

State of Wyoming )

County of Uinta )

I, Arthur W. Butler a notary public within and for said County and State, do hereby certify that Lafayette D. Pearce personally known to me to be the identical person described in the foregoing instrument. Appeared before me this day as person and acknowledged that he signed sealed and delivered said instrument as his free and voluntarily act, for the uses and purposes therein set forth.

Witness my hand and notary seal this 12th day of November A. D. 1891

Arthur W. Butler, Notary Public

(SEAL)

My commission will expire August 25 1892.